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Re- #219502792 YouTube Video Identification program_clean.txt

Date: Wed, 20 Feb 2008 01:34:47 -0000
From: "YouTube Video Identification Support" <VID-support@youtube.com>
To: "Brittany White" <bwhite@CherryLane.com>
Cc: "Keith Hauprich" <khauprich@CherryLane.com>
Subject: Re: [#219502792] YouTube Video Identification program

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Hi Brittany,

Attached is the Content ID & Management Agreement. Please complete this form, and then return it to us via fax at 650.963.3367.

Thanks,
The YouTube Team

Original Message Follows:

From: "Brittany White" <bwhite@CherryLane.com>
Subject: RE: [#219502792] YouTube Video Identification program
Date: Wed, 5 Dec 2007 10:53:46 -0500

Please see the attached regarding the requested information from Cherry Lane Music Publishing.

Thank you,

Brittany White

Executive Assistant
Cherry Lane Music Publishing
212-561-3723
212-683-2040 (fax)
www.cherrylane.com

-----Original Message-----

From: YouTube Video Identification Support
[mailto:VID-support@youtube.com]
Sent: Friday, November 30, 2007 6:02 PM
To: Brittany White
Subject: [#219502792] YouTube Video Identification program

Hi there,

Thank you for your interest in the YouTube Video Identification program. This email is in response to your completion of the Video Identification interest form following YouTube's public announcement on October 15, 2007. Our intent is to provide more information on the steps required to obtain access to the tool as well as collect more information from you that will help us best meet your needs.

Next Steps to Obtain Access to the Video Identification Tool:

1. Please reply to this email with additional information regarding your Video Identification needs. Your answers to all the questions that are listed below will help us to properly assess your application and identify the necessary technical information, legal documentation, account set-up, and training that you require:

- A more detailed description about you or your organization
- The nature of the content that you want to manage via the video identification tool

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- The number of videos you want to manage via the tool
- Do you have rights to your content in certain countries only?
- How often will you be providing your content to YouTube? (daily, weekly, monthly)
- whether you wish to block and track your content only, or also monetize it
- Whether you have an existing licensing arrangement with us
- What is your level of technical expertise? (not technical, somewhat technical, I have an IT department)

2. Once we have a better understanding of your requirements, you will need to sign the necessary legal documents.

- If you are interested in using the tool solely to block and track matching uploads, you will need to sign our Content ID & Management Agreement.

- If in addition to blocking or tracking, you want to license your content to appear on YouTube and do not currently have a licensing arrangement with us, you will also need to sign the Content License Agreement.

3. Prior to activating the tool, you will need to complete training listed below to ensure that you maximize the features of the tool:

- How to claim your content through the main YouTube.com website.
- Participation in an online demonstration of the YouTube Content Manager interface.
- Read the Content Manager Documentation and Best Practices.
- Certify you understand how to efficiently and appropriately manage your content.

Once you have signed the legal documentation and completed the training, you will then need to provide us with copies of your content so we can use this as reference files and begin to implement your policies for matching uploads.

Remember this is a beta launch of this program. We are committed to expanding participation in this program to everyone who has a need for it. However, while we are in beta we may not be able to accommodate everyone who is interested in using the tool immediately. Please be patient while we continue to process your request.

Thank you again for your interest in the Video Identification Program.

Sincerely,

The YouTube Team

FAQ's:

What is Video Identification?

Video Identification is a new technology that more easily allows rights owners to manage their content on YouTube. Our Video Identification content management tool automatically identifies uploads and allows right holders to choose what they want done those videos, whether to block, track or monetize.

How does the video identification tool work?

Broadly, the Video Identification tool works as follows:

- * Content rights holder uploads his/her reference content to YouTube.
- * Your reference content is added to our reference database and an ID file is created for each piece of content.
- * The ID files are then run against uploads to YouTube.
- * If an upload matches your ID file, then the policy you specified for your content is applied: block, track or monetize.

How do I upload my reference content to YouTube?

You will be able to upload your reference content through the YouTube.com Web Uploader. If this does not meet your needs, please detail your requirements and we can discuss alternative ways to deliver your content to YouTube.

I am only interested in monetizing my content on YouTube.com. Do I need Video Identification to do this?

If your main interest is generating revenue from original content that you've already uploaded or want to upload to YouTube, you can sign-up for our partner program on http://youtube.com/partpro_about. Participation in our partner program does not require you to use our Video Identification tool.

How can I prevent other people from viewing my videos on YouTube.com?

If you'd like to make sure your video(s) are seen only by the people you hand-pick, please visit our help center at <http://www.google.com/support/youtube/bin/answer.py?answer=59208>.

Content-Type: application/msword; name="Content Identification and Management Agreement (CIMA) (Locked 1-10-08)-1.doc"

CONTENT IDENTIFICATION AND MANAGEMENT AGREEMENT			
RIGHTS OWNER FULL LEGAL NAME: _____ (hereinafter the "Rights Owner")		TYPE OF ENTITY: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other [specify] _____	
COUNTRY (AND STATE IF IN THE UNITED STATES) OF INCORPORATION OR RESIDENCE:		TAX IDENTIFICATION NUMBER: [VERIFIABLE IDENTIFICATION NON-US?]	
	BUSINESS CONTACT	TECHNICAL CONTACT	ACCOUNTING CONTACT
Name:			
Title:			
Address: City, State: Postal Code: Country:			
Phone:			
Fax:			
Email:			
CONTENT LICENSE OPTION: <input type="checkbox"/> Rights Owner agrees to license and monetize content pursuant to the Content License Agreement. <input type="checkbox"/> Rights Owner agrees to license and monetize content pursuant to a separate license agreement with Google dated [] titled []. <input type="checkbox"/> Rights Owner does not agree to license and monetize content, and elects only to block or track content.			
Rights Owner, [Google Inc.] and its affiliates ("Google") hereby agree to this Content Identification and Management Agreement ("Agreement").			
Effective Date: _____, 2007			
Google Inc. [Google Ireland Limited for EMEA and APAC] [Rights Owner full name]		BY: NAME: _____ TITLE: _____ [address]	
BY: NAME: _____ TITLE: _____ [address]			

Google's content identification and management system ("System") is designed to help Rights Owner identify its Works on YouTube and Google Video and set Usage Policies for those Works. The following terms govern Rights Owner's use of the System and Software.

1. Definitions.

“**Block**” means the Usage Policy available in the System for Rights Owner to specify that a Video Match be blocked from playback on YouTube and/or Google Video in the territories selected by Rights Owner.

“**Google Video**” means the Google branded video destination with its main US homepage at video.google.com.

“**ID File**” means the unique binary data that describes a Work and is used for the automatic identification of that Work.

“**Monetize**” means the Usage Policy available in the System for Rights Owner to license to Google in the territories selected by Rights Owner a Video Match.

“**Reference Files**” means the Works provided by Rights Owner to Google pursuant to this Agreement.

“**Software**” has the meaning given in the preamble.

“**System**” has the meaning given in the preamble.

“**Track**” means the Usage Policy available in the System allowing Rights Owner to take no action with respect to a Video Match in the territories selected by Rights Owner.

“**Usage Policy**” means Monetize, Track, or Block, or such other policies as may be made available by Google from time to time.

“**Video Match**” means (a) user videos determined by the System to match an ID File, and (b) user videos claimed by Rights Owner to contain a Work using the search functionality that may be offered by the System.

“**Work**” means audio and audiovisual works owned or controlled by Rights Owner.

“**YouTube**” means YouTube.com and subdomains.

2. Reference Files and ID Files. Rights Owner will deliver to Google the Reference Files, and Google will create corresponding ID Files. Rights Owner will provide metadata associated with each Reference File (such as title, description, the Usage Policy, and the territorial scope of each Usage Policy) via an XML feed or otherwise pursuant to Google’s specifications. Rights Owner will ensure that the metadata delivered to Google is accurate and current. Google will provide appropriate format, resolution, and bit-rate specifications for the delivery of Reference Files and metadata. Rights Owner may delete any of its Reference Files at any time and Google will delete the corresponding ID Files. Google will store the Reference Files on secure servers and apply commercially reasonable measures to protect Reference Files from unauthorized access. Rights Owner shall not deliver Reference Files for Works that are substantially comprised of materials owned by a third party unless Rights Owner is the exclusive licensee of online distribution rights for the underlying material.

3. User Video Matches. The System will compare videos uploaded to YouTube and Google Video by users against the ID Files to identify Video Matches and apply the Usage Policies assigned by Rights Owner. The System may also provide Rights Owner the capability to perform text searches for user videos that may contain the Works and assign Usage Policies. Rights Owner may change any Usage Policy at any time. Google’s implementation of the Usage Policies set by Rights Owner will be Google’s sole obligation or liability with respect to Video Matches. If a particular ID File has not yielded any Video Matches within a reasonable period of time, or if it yields erroneous results, Google may remove it and the corresponding Reference Files from the System and Google will notify Rights Owner of such removal. Rights Owner shall not make false claims on user videos or otherwise abuse the System. False claims or abuse may lead to termination of this Agreement by Google. Notwithstanding the foregoing, as of the Effective Date only the Block Usage Policy will be applied to Video Matches on Google Video unless and until Google makes the other Usage Policies available for Google Video. If Rights Owner selects the Monetize Usage Policy or the Track Usage Policy for Video Matches on Google Video, Google will instead apply the Block Usage Policy unless and until such other Usage Policies are available.

4. Disputes. Google may establish reasonable procedures to resolve user claims or other rights owner claims that a Video Match was wrongfully blocked by the System or monetized by Rights Owner due to error, mistake, or otherwise, and Rights Owner will cooperate with Google to resolve such disputes. If, during the course of evaluating whether Rights Owner has rights to specific content, Rights Owner reviews content designated as private by the user, Rights Owner will not disclose the content to any third party except as necessary for this process or a judicial proceeding.

5. Licenses and Ownership. (a) Google grants to Rights Owner a non-exclusive, non-transferable, royalty-free, limited license to use the System solely for the purpose of identifying and managing its Works on YouTube and Google Video. By providing Reference Files, Rights Owner grants Google a non-exclusive, non-transferable, royalty-free, limited license to store, copy (including the right to make temporary cache and storage copies), modify or reformat, excerpt, analyze, use to create algorithms and binary representations, and otherwise use those files in connection with the System. (b) Rights Owner shall not sell, lease, lend, convey, transmit, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or attempt to derive source code from the System. All licenses not explicitly granted by the parties are reserved. Except for the licenses granted above, all of Rights Owner's intellectual property rights in the Reference Files remain with Rights Owner, and all of Google's intellectual property rights in YouTube, Google Video, the Software, the System and related information and files remain with Google.

6. Confidentiality. Neither party will disclose the terms of this Agreement to any third party, or issue any public announcement regarding the terms of this Agreement, without the other party's prior written agreement. The parties shall not disclose to any third parties nonpublic information disclosed by one party to the other under this Agreement, and shall protect such information applying the same degree of care used by the parties to protect their own confidential information. If this Agreement or any confidential information of either party is required to be produced by law, the noticed party will promptly notify the other party and cooperate to obtain an appropriate protective order prior to disclosing any confidential information.

7. Representations and Warranties, Indemnities. Each party represents and warrants that it has authority to grant the licenses set forth in Section 5. Rights Owner represents and warrants that it has all rights required to set each Usage Policy it sets with respect to each Reference File. Each party shall indemnify, defend and hold harmless the other party, and their respective directors, officers, employees, and agents from any third party claims arising out of a breach of that party's representations and warranties.

8. DISCLAIMERS, LIMITATIONS OF LIABILITY. EXCEPT FOR THE EXPRESS WARRANTIES MADE BY THE PARTIES IN SECTION 7, THE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE INDEMNITIES IN SECTION 7: (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR PENALTIES ARISING FROM OR RELATED TO THIS AGREEMENT; AND (II) NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CAUSE OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT WILL EXCEED \$50,000.

9. Termination. (a) Either party may end this Agreement on 30 days written notice. All licenses granted in this Agreement will expire upon termination. (b) Sections 1, 4, 5(b), 6-8, 9(b), and 10 survive termination.

10. Miscellaneous. The parties are independent contractors, and nothing in this Agreement creates an agency, partnership, or joint venture. Neither party may assign this Agreement to any third party, except to its parent company or any majority owned subsidiaries, without the prior written consent of the other. This Agreement sets forth the entire agreement between the parties and supersedes any prior or contemporaneous agreements regarding its subject matter. This Agreement may be amended only in a writing signed by both parties. If this Agreement conflicts with any other agreement applying to Google's use of Works on YouTube or Google Video, these terms control. Each party will send any notices hereunder in writing and to the attention of the Legal Department at the address listed on the first page of this Agreement. If any provision of this Agreement conflicts with applicable laws or is adjudicated to be illegal, that provision will be deemed eliminated from the Agreement and the Agreement will remain in effect so long as the essential purpose can still be achieved. This Agreement is governed by the laws of the State of California (excluding its choice of law rules) and applicable federal laws. Any litigation hereunder will be brought in any state or federal court of competent jurisdiction in Santa Clara County, California;

each party consents to venue and exclusive personal jurisdiction of such courts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute a single instrument.